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3 BILL NO. S-75-05-51

4 SPECIAL ORDINANCE NO. S-105-75

5 AN ORDINANCE approving a contract with CLOW  
6 CORPORATION for materials in connection with  
7 Waynedale Improvement Resolution 5677-1974

8 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT  
9 WAYNE, INDIANA:


10 SECTION 1. That the contract between the City of Fort Wayne, by  
11 and through its Mayor and the Board of Public Works and CLOW CORPORATION,  
12 for:

13 Construct 11,000± feet of six (6) inch ductile iron water main  
14 and appurtenances in Waynedale Phase II, Neighborhood Package  
15 Improvement

16 for a total cost of \$60,963.00, all as more particularly set forth in said contract  
17 which is on file in the Office of the Board of Public Works, and is by reference  
18 incorporated herein, made a part hereof and is hereby in all things ratified,  
19 confirmed and approved.

20 SECTION 2. This Ordinance shall be in full force and effect from  
21 and after its passage and approval by the Mayor.

22  
23  
24   
25 Councilman

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32 APPROVED AS TO FORM  
33 AND LEGALITY,  
34   
35 CITY ATTORNEY

Read the first time in full and on motion by Moses, seconded by Hinga, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, at \_\_\_\_\_ o'clock P.M., E.S.T.

Date: 5-27-75

Charles W. Westermark Deputy  
Marvin E. Folsom City Clerk  
CITY CLERK

Read the third time in full and on motion by Moses, seconded by Hinga, and duly adopted, placed on its passage. Passed (lost) by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT
TOTAL VOTES	<u>8</u>	<u>0</u>		<u>1</u>	
BURNS	<u>✓</u>				
HINGA	<u>✓</u>				
KRAUS	<u>✓</u>				
MOSES	<u>✓</u>				
NUCKOLS				<u>✓</u>	
SCHMIDT, D.	<u>✓</u>				
SCHMIDT, V.	<u>✓</u>				
STIER	<u>✓</u>				
TALARICO	<u>✓</u>				

DATE: 6-10-75

Charles W. Westermark  
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (~~Zoning Map~~) (~~General~~) (~~Annexation~~) (~~Special~~) (~~Appropriation~~) Ordinance (~~Resolution~~), No. 2-105-75 on the 10th day of June, 1975.

ATTEST: (SEAL)  
Charles W. Westermark  
CITY CLERK

James Stier  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 11th day of June, 1975, at the hour of 11:00 o'clock A M., E.S.T.

Charles W. Westermark  
CITY CLERK

Approved and signed by me this 11th day of June, 1975, at the hour of 4:00 o'clock P M., E.S.T.

James Stier  
MAYOR

Bill No. S-75-05-51

REPORT OF THE COMMITTEE ON PUBLIC WORKS

We, your Committee on Public Works to whom was referred an Ordinance

Approving a contract with CLOW CORPORATION for materials in connection with  
Waynedale Improvement Resolution 5677-1974

have had said Ordinance under consideration and beg leave to report back to the Common  
Council that said Ordinance Do PASS.

Winfield C. Moses, Jr. - Chairman

Eugene Kraus, Jr. - Vice-Chairman

John Nuckols

William T. Hinga

Donald J. Schmidt

*W. C. Moses Jr.*

*Eugene Kraus Jr.*

*John Nuckols*

*D. J. Schmidt*

DATE 6-10-75 CONCURRED IN  
CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE  
board of public works

February 25, 1975

The Common Council  
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

Pursuant to bids received January 29, 1975 on Phase II of the Waynedale Improvements, the Board deemed it advisable to award the contracts February 19, 1975. Awards are as follows:

Streets, Sidewalks, Lighting, Catch Basins	Moellering Construction	\$917,551.38
Storm Sewer Material & Installation		
Water Main Installation	Nobis-Westropp Const.	886,847.45
Water Main Materials	Clow Corporation	60,963.00

Due to advance notice required for ordering materials, the Board and Contractors would appreciate a "Prior Approval" on these contracts.

The contracts have not been written at this time but will be submitted for formal approval and Ordinance in the near future.

Very truly yours,

Board of Public Works

*J. D. Bassett*  
*Carl O. Neal*  
*Glen Ellis*

Attachment:

nlj/

Approved:

*James H. Schmidt* *John T. Kelly* *Eugene Kraus*  
*Edna M. St.* *William T. Hager* *John St.*  
*Samuel J. Talano* *Paul R. Smith*

MEMBERS OF THE COMMON COUNCIL

12-79-5 5/12/75

AGREEMENT

FOR THE FURNISHING OF MATERIALS ON

WAYNE DALE PHASE II WATER SYSTEM IMPROVEMENTS

BOARD ORDER NO. 15-1974

CONTRACT NO. 74-XP-14

WORK ORDER NO. 63246

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 1975, by and between CLOW CORPORATION, herein called the Supplier, and the City of Fort Wayne, an Indiana Municipal Corporation, herein called Owner,

WITNESSETH, that the Supplier and the Owner for the considerations hereinafter named, agree as follows:

ARTICLE 1. SCOPE OF WORK

Supplier shall furnish all water main materials at construction site, or at a delivery point mutually agreed to between the Supplier and the Contractor, to construct 11,000± feet of six (6) inch ductile iron water main and appurtenances in Waynedale Phase II, Neighborhood Package Improvement, in accordance with the specifications and drawings for this project, prepared by the Engineering Department of the City of Fort Wayne, Indiana, and do everything required by the Contract documents and this Agreement.

ARTICLE 2. THE CONTRACT SUM

The Owner shall pay the Supplier for the performance of the Contract the unit price sum of \$60,963.00. In the event the amount of work is increased or decreased by the Owner, the Contract sum shall be increased or decreased according to the unit price schedule set forth in the Supplier's Proposal.

ARTICLE 3. PROGRESS PAYMENTS

The Owner shall make payments on account of the Contract as provided herein, as follows:

- A. Initial payment in the amount of seventy percent (70%) of the value of the materials bid upon will be made by the Owner to the Supplier after the award and execution of a contract to supply said materials and certification by the Supplier that the materials are dedicated to be delivered to the construction site or agreed delivery point from the stock supply of the Supplier. Delivery shall be scheduled such as to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment.

- B. Monthly progress payments will be made by the Owner upon submission of a statement of quantities of materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, the Owner will pay the Supplier twenty percent (20%) of the value of the materials delivered up to the first day of that month (based on the Contract prices of materials incorporated in the work) as estimated by the Supplier and approved or revised by the Engineering Department of the Owner, less the aggregate of previous payments until materials valued at fifty percent (50%) of the total value of the Contract have been delivered. Subsequent monthly progress payments will be made by the Owner to the Supplier in like manner in the amount of twenty-five percent (25%) of the value of the remaining materials so delivered and used in the construction of the said water main.

#### ARTICLE 4. GUARANTEE OF SHIPMENT

Materials Supplier shall guarantee shipment to arrive at the construction site or delivery point within seven (7) calendar days after receipt of a request by the Contractor for shipment, holidays (not Saturdays or Sundays) being taken into account. If such shipment does not arrive at the designated location within the seven (7) day period, one percent (1%) of the value of the materials on said shipment shall be deducted from the final invoice for the project for each day that shipment is delayed beyond the seven (7) day period.

#### ARTICLE 5. ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and the Contract is fully performed.

Upon filing of a Completion Affidavit by the Supplier that the work is ready for final inspection and acceptance, the Board of Public Works will direct the Engineering Department of the Owner to promptly make such inspection. When the Engineering Department finds the work acceptable under the Contract, and the Contract fully performed, it shall so inform the Board of Public Works who shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted, and the entire balance of the Contract sum shall be due and payable to the supplier.

At the time said payment is due and payable, the Supplier shall furnish the Owner, if requested to do so, satisfactory evidence that all persons who have supplied labor, material or equipment for the work have been fully paid.

#### ARTICLE 6. GUARANTEE OF WORKMANSHIP

At the time the Completion Affidavit is filed, the Supplier shall furnish a one (1) year Guaranty Bond in favor of the City of Fort Wayne and in the amount of twenty-five (25%) percent of the total value of the final invoice

#### ARTICLE 7. THE CONTRACT DOCUMENTS

The Instructions to Bidders, Specifications, Supplier's Proposal, and this Agreement form the Contract, and they are as fully a part of the Contract as if hereto attached or herein repeated. The following is an enumeration of these documents.

- A. Instructions to Bidders for Waynedale Neighborhood Package Improvement Phase II.
- B. Supplier's Proposal dated January 23, 1975.
- C. Supplemental Specifications for Waynedale Phase II Water System Improvements, and Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains, City of Fort Wayne Engineering Department Drawings for Waynedale Neighborhood Package Improvement Phase II.
- D. Addendum No. 1 dated January 27, 1975.
- E. Water Main Materials Standards of the Fort Wayne Water Utility, Engineering Department, dated September 20, 1974, except as modified in the Supplemental Specifications.

#### ARTICLE 8. ADJUSTMENT OF DISPUTES

All questions or controversies which may arise between the Supplier and the Owner under the provisions of this Contract shall be subject to the decision of the Chief Engineer of the Fort Wayne Water Utility of the Owner, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works.

#### ARTICLE 9. INDEMNITY

Supplier shall indemnify the Owner against any claim or loss incurred or arising out of the performance of the work as provided herein.

#### ARTICLE 10. COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the Owner by its Mayor and Board of Public Works, shall not be binding upon the Owner unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CLOW CORPORATION

BY: J. G. Kehlars

**VICE PRESIDENT**

CITY OF FORT WAYNE, INDIANA

BY: \_\_\_\_\_

Ivan A. Lebamoff, its Mayor

BOARD OF PUBLIC WORKS

Jerry D. Boswell, Chairman

Carl E. O'Neal, Member

Glenn G. Conkling, Member

ATTEST:

Edna I. Smith, Clerk

APPROVED AS TO FORM AND LEGALITY:

APPROVED By the Common Council of the City of Fort Wayne

on \_\_\_\_\_, 1975, Special Ordinance No. \_\_\_\_\_.



DIGEST SHEET

TITLE OF ORDINANCE Special Ordinance

*S-75-25-51 ✓*

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Covers contract with Clow Corporation in amount of \$60,963.00 for supplying water main materials for Waynedale Improvement Resolution 5677-1974.

SEE "PRIOR APPROVAL" ATTACHED

EFFECT OF PASSAGE Gives Ordinance Number to contract - per prior approval.

EFFECT OF NON-PASSAGE Contract is already using materials purchased by this contract - per prior approval.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) Cost to Utility - \$60,963.00

ASSIGNED TO COMMITTEE

*BoL of WKS jth*